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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1	REQUISIT	ION NUMBER	PAGE 1 OF 46				
2. CONTRACT N	Ю.	3. AWARD/EFFECTIVE 4. OF					1	SOLICITATION NUMBER SUG500 -16- R-0016		6. SOLICITATION ISSUE DATE	
7. FOR SOLICE INFORMATE +256 414 306	ION CALL	a. NAME Doug Demaggio			b. TELEPHO collect calls)		ELEPHON ect calls)	E NUMBER(No	8. OFFER DUE DATE/ LOCAL TIME Lune 15, 2016 at 10am		
9. ISSUED BY				1901		10. THIS ACQ	UISITION IS		11. DEL	IVERY FOR FOB	12. DISCOUNT TERMS
American Embassy Kampala P. O. Box 7007 Kampala, Uganda			SET ASIDE: % FOR BLOCK		BLOCK	IATION UNLESS IS MARKED SCHEDULE					
							HUBZONE SMALL BUSINESS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)				
						8(A)			13b. RA	TING	
						NAICS: SIZE STD:			1	THOD OF SOLICITA RFQ IFB	ATION RFP
15. DELIVER TO				1901		16. ADMINIS	TERED BY		-		
Contracting O: American Emb _1577 Ggaba R	bassy Kampa					The Contracting Officer, American Embassy Kampala					
17a. CONTRACTOR/ CODE	17a. CONTRACTOR/ FACILITY			18a. PAYMENT WILL BE MADE BY							
TELEPHONE NO.			Finance Management Office American Embassy Kampala P. O. Box 7007 Kampala, Uganda								
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							DRESS SHOW IS CHECKED	N IN BLOCK 18a SEE ADDENDUM			
19. ITEM NO.	SC	20. SCHEDULE OF SUPPLIES/SERVIC			VEC.	21. OUANT	т .	22. UNIT	23. UNIT PRICE	24. E AMOUNT	
01	7362 Tank						1		No	UNITERICI	AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only								
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.											
				. YO N (BLOCK 5), IN S WHICH ARE SI	EOFFER UR OFFER ON ICLUDING ANY ADDITIONS ET FORTH HEREIN, IS						

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)	31c. DATE SIGNED	

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	

A.1 VALUE ADDED TAX

<u>VALUE ADDED TAX (VAT)</u>. The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

1.0 INTRODUCTION

- 1.1 The US Embassy Kampala has a requirement to obtain Construction Services for the interior renovation of the residence located at 7362 Tank Hill Road.
- 1.2 The contractor shall provide and install all supplies, fixtures, equipment, and materials necessary to complete the required
- 1.3 This will include removal of all fixtures and appliances and counters. Demolition of interior walls, modification of existing floors, and removal of wall and floor finishes as indicated.
- 1.4 Install new plumbing and electrical equipment as required. Install new or reused floor, wall, cupboard, counter, and ceiling finishes as indicated. Install new kitchen and bathroom equipment as described and indicated on the project drawings.

2.0 GENERAL REQUIREMENTS

- 2.1 The work shall be executed in diligent manner in accordance with a negotiated firm fixed price and within the performance period. The period of performance shall be 4 Calendar Weeks.
- 2.2 The contractor shall have limited access to or be admitted into the property except with permission by the Embassy. Access into the house shall be controlled by US Embassy Kampala.
- 2.3 The contractor shall be required to prepare and submit a bill of materials, produce literature, safety plan, and quality control schedules. These documents shall provide the necessary interfaces, coordination, and communication between the Contractor and the US Embassy.

3.0 CONTRACT ADMINISTRATION

- 3.1 The Embassy does not make representations or warranties of any kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- 3.2 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.

4.0 RESPONSIBILITY OF THE CONTRACTOR

- 4.1 The contractor shall guarantee all parts and workmanship for a period of one year.
- 4.2 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all goods and services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its services.

PERFORMANCE WORK STATEMENT RENOVATION OF RESIDENCE, 7362 TANK HILL ROAD, KAMPALA

- 4.3 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during execution of the works. The Project Site Manager shall speak English and be approved by the COR.
- 4.4 The Contractor is responsible for the safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matter. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Embassy.
- 4.5 The contractor shall insure all personnel on the project for any injury or death.

5.0 PRE-COMMENCEMENT REQUIREMENTS

- 5.1 The Contractor shall examine the SOW and visit the site to fully inform themselves of all the conditions and limitations applied to the work.
- 5.2 Provide a statement that the Contractor's company and all Technical personnel are Qualified and Capable of Executing the Works
- 5.3 Develop and submit a Bill of Materials (BOM) and produce data of all materials to be used in the project. The BOM's shall list the materials in sufficient details that a purchase order for the materials and equipment can be executed without further elaboration or specifications. This document will be used by the Embassy to approve the use of all materials.

6.0 REPAIR WORKS REQUIREMENTS

- 6.1 No work shall begin until approval of the Warranty and Bill of materials is accepted by US Embassy.
- 6.2 The Contractor shall be responsible for the required materials, equipment and personnel to manage, administer, and supervise the repair project. All workmanship shall be of good quality and performed in a skillful manner as determined by the Embassy.
- 6.3 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing Work, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the Embassy.
- 6.4 The Contractor shall be required to prepare reports, bill of materials, quality control schedules and construction costs. These documents shall provide the necessary interfaces, coordination, and communication among the Embassy, contractor, and special disciplines for the delivery of a completed repair project.

7.0 SCOPE OF WORK

PERFORMANCE WORK STATEMENT RENOVATION OF RESIDENCE, 7362 TANK HILL ROAD, KAMPALA

7.1 Demolitions:

- 7.1.1 Remove all plumbing fixtures, and interior finishes.
- 7.1.2 Demolish all non load bearing walls within the house as indicated on the drawings in main entry, kitchen, and master bathroom.
- 7.1.3 Carefully remove all kitchen counters and cupboards as indicated to be reused.

- 7.1.4 Remove existing floor and wall tiles as required.
- 7.1.5 Remove floor curb in kitchen to accommodate flush installation of new floor tiles.
- 7.1.6 Remove all waste material approved by the COR.
- 7.1.7 The contractor is responsible for the proper disposal of demolished materials in accordance with local laws and regulations.

7.2 General Installation:

- 7.2.1 Construct new partition walls as per project drawings.
- 7.2.2 Repair all walls as appropriate to accept the new finishes.
- 7.2.3 Install new door locks as indicated on the drawings.
- 7.2.4 Using approved adhesive and tiles, lay ceramic floor and wall tiles as indicated in the bathroom and kitchen. The new floors shall have no elevation changes. All grout shall be painted with an approved grout sealant.
- 7.2.5 Using approved color, paint all wall and ceiling surfaces not otherwise finished with "Sadolin" brand paint.
- 7.2.6 Counter/sink working heights shall be 812mm 863 mm, under counter/sink knee protection shall be a minimum of 686 mm above the finished floor (AFF).
- 7.2.7 Locking mechanisms should be easy to operate with a closed fist, such as a latch on lever handles.
- 7.2.8 When using double swinging doors (French doors) with leaves that are less than 34 inches wide, both leaves shall be easily operated.
- 7.2.9 All locking mechanisms shall be no less than 15 inches and no more than 48 inches AFF.
- 7.2.10 All finished floor surfaces shall be non-slip with no adjacent height changes greater than 3mm.
- 7.2.11 Install new plumbing as required to adjust fixture heights.
- 7.2.12 Install approved light fixtures as indicated by the project drawings.

7.3 Kitchen Installation:

- 7.3.1 Install new plumbing and fixtures to accept kitchen appliances and furnishings.
- 7.3.2 Install new GFCI electrical distribution, conduit, and cable to accommodate new kitchen appliances and furnishings.
- 7.3.3 Reinstall cupboards as indicated; reinstall countertops as indicated with a working height compliant with 7.2 General Installations.
- 7.3.4 Install new backsplash to match existing granite counter tops to meet the bottom of the existing wall tiles.
- 7.3.5 Contractor shall provide and install a new 300 series shallow stainless steel sink (to be approved by the COR), attached and sealed with approved hardware and sealant.
- 7.3.6 Construct new cupboard unit to accommodate new built in oven.

7.3.7 Contractor shall provide and install new stainless steel, electric, wall mounted oven.

PERFORMANCE WORK STATEMENT RENOVATION OF RESIDENCE, 7362 TANK HILL ROAD, KAMPALA

- 7.3.8 Contractor shall provide and install new electric countertop range as indicated on the project drawings and stainless steel range hood.
- 7.3.9 Create exterior wall penetrations as indicated on the project drawings for kitchen extractor fan.

7.4 Bathrooms Installation:

- 7.4.1 Install new plumbing as indicated on the project drawings.
- 7.4.2 Install GFCI electrical supply as required by the project drawings.
- 7.4.3 Ensure proper grading of bathroom subfloor to accommodate proper drainage while being
- 7.4.4 Using approved adhesive and tile, install tiles on the bathroom floor ensuring a level transition from the bedroom and having no elevation changes.
- 7.4.5 Using approved adhesive and tile, install tiles on the bathroom walls 2 meters high from the finished floor surface.
- 7.4.6 Install approved new bathroom fixtures as indicated on the project drawings.
- 7.4.7 Create exterior wall penetrations as indicated on the project drawings for bathroom extractor fans.

7.5 General

- 7.5.1 Check all electrical wiring for National Electric Code compliance as appropriate and install or repair as required.
- 7.5.2 All plumbing shall be installed in accordance with National Building Code.
- 7.5.3 The Contractor shall insure all his workers against injury during the entire contract period.
- 7.5.4 The work shall be executed in accordance with applicable laws, regulations, and best practices.
- 7.5.5 Perform any remedial carpentry and masonry repairs as may deem necessary.
- 7.5.6 All work must be completed in accordance with Ugandan Ministry of Gender, Labor, and social development work place safety and fair labor standards.
- 7.5.7 All work areas shall be maintained in a safe manner, safeguarding workers.

8.0 DELIVERABLE SCHEDULE

8.1.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the Repair project including final cleanup of the premises within the period specified.

8.1.2 Milestones:

Embassy Review 5 days

Repair Completion 4 Calendar Weeks Pre-construction Site Visit: 1 day after Award

Material Procurement: 2 days

Final Cleanup Begins 2 days prior to completion

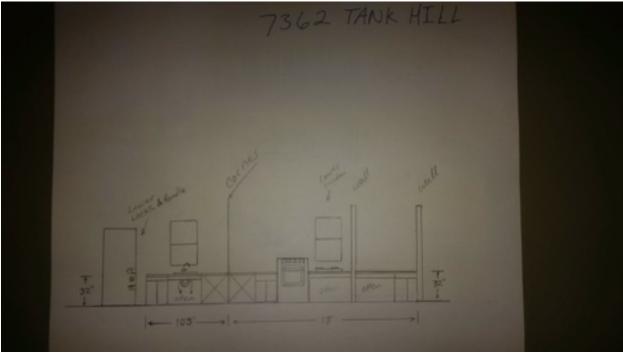
Total Performance: 4 Calendar Weeks

9.0 SECURITY

9.1 This is a non-classified project. The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

PERFORMANCE WORK STATEMENT RENOVATION OF RESIDENCE, 7362 TANK HILL ROAD, KAMPALA





10.0: OFFER SPECIAL REQUIREMENTS

10.1 All offers must contain the information listed below in the specified format to be considered a qualified bid.

Qualified Offers must have:

- A Cover letter containing the following information: Solicitation Title, Solicitation number, Date, Company Name and contact information
- Table of Contents shall refer to the information below in a tabulated package
- Tabs in the Offer Package shall be in the following order:
 - 1. Completed Solicitation/Section1
 - i. Bill of Materials with pricing (see attachment No. 4)
 - 2. Certificate of Incorporation (copy)
 - 3. Trading License (copy)
 - 4. VAT Registration (copy)
 - 5. Certificate of Insurance (copy or statement of acquisition)
 - 6. Corporate information
 - i. General information
 - ii. Industry expertise and /or services
 - iii. Corporate structure
 - 7. Financial Statement
 - i. Two year financial history
 - ii. Availability of funding
 - 8. Owner / Chief of Operations
 - i. Name
 - ii. Contact Information
 - 9. Project Manager
 - i. Name
 - ii. Contact Information
 - iii. Qualifications
 - 10. On-Site Supervisor
 - i. Name
 - ii. Contact Information
 - iii .Qualifications
 - iv. English Proficiency
 - 11. List of Key Personnel
 - i. Name
 - ii. Position
 - iii. Certification Yes/No
 - iv. Years of experience
 - 12. Past Performance 1 (Summary of similar work)
 - i. Contract within past 5 years (with value)

- ii. Client contact information
- iii. Project description
- 15. Bill of Materials with pricing (See attachment No. 4)
- 16. List of Equipment and facilities required to complete the work, and the ability to obtain them.
- 17. Project Plan
 - i. Including time line
 - ii. Project milestone
 - iii. Building Code compliance plan
 - iv. Worksite safety
 - v. Project security
 - vi. Regulatory compliance plan

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

American Embassy Kampala Plot 1577 Ggaba Road P.O.Box 7007 Kampala, Uganda Tel. 256 414 306001

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is

intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.
- (b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

- D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
- D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.
- D.2.3 <u>FINAL INSPECTION AND TESTS</u>. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.
- D.2.4 <u>FINAL ACCEPTANCE</u>. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **two (02)** calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) Complete the entire work ready for use not later than <u>4 Calendar Weeks after notice to proceed.</u>

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of N/A for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as (1) calendar days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate

contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.
- (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
 - (1) Extend the completion date or obligate the Government to do so,
 - (2) Constitute acceptance or approval of any delay, or
 - (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during (Monday through Friday) and hours (0730 – 1645 except Friday 0730 – 1200. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

Not Applicable

DELIVERABLES - The following items shall be delivered under this contract:				
Description	Quantity	<u>Deliver Date</u>	Deliver To	
Section G. Securities/Insurance	1	10 days after award	CO	
Section E. Construction Schedule	1	10 days after award	COR	
Section E. Preconstruction Conference	1	Not Applicable	COR	
Section G. Personnel Biographies	1	10 days after award	COR	
Section F. Payment Request	1	Last calendar day of each month	COR	
Section D. Request for Substantial Completion	1	15 days before inspection	COR	
Section D. Request for Final Acceptance	1	5 days before inspection	COR	

F. <u>ADMINISTRATIVE DATA</u>

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (b) The COR for this contract is the Facilities Manager

<u>Payment</u>: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1) (i)(A) is hereby changed to 30 days.

Financial Management Officer American Embassy Kampala Plot 1577, Ggaba Road Nsambya Tel. 256 414 306001

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. <u>SPECIAL REQUIREMENTS</u>

G.1.0 PERFORMANCE/PAYMENT PROTECTION – RESERVED

The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price

- G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.
- G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also

guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

- G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.
- G.2.0 <u>INSURANCE</u> The Contractor is required by FAR 52.228-5, "Insurance Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:
- G.2.1 <u>GENERAL LIABILITY</u> (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS				
Per Occurrence \$9,000				
Cumulative \$10,000				
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS				
Per Occurrence \$ 9,000				
Cumulative \$10,000				

- G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

- G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

- G.3.1 <u>SUPPLEMENTAL DOCUMENTS</u>: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.
 - G.3.1.1. <u>RECORD DOCUMENTS</u>. The Contractor shall maintain at the project site:
 - a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
 - 2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.
 - G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:
 - a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
 - 2) record shop drawings and other submittals, in the number and form as required by the specifications.
- G.4.0 <u>LAWS AND REGULATIONS</u> The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer.

Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

- G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.
- G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.
- G.5.0 <u>CONSTRUCTION PERSONNEL</u> The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.
- G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.
- G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 14 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security

screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

- G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.
- G.6.0 Materials and Equipment All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

- G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.
- G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. <u>CLAUSES</u>

CERTIFICATIONS (DEC 2014)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2016)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)

52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEPT 1996)</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm .

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ACCIDENT PREVENTION (APR 2004)

- (a) *General*. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:
 - (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
 - (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
- (b) *Records*. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) *Subcontracts*. The Contractor shall be responsible for its subcontractors' compliance with this clause.
 - (d) Written program. Before commencing work, the Contractor shall:

- (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) *Notification*. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. <u>LIST OF ATTACHMENTS-</u> **RESERVED**

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Standard Form 25, "Performance and Guaranty Bond" [Note to Contracting Officer: obtain from FAR Part 53.]	2
Attachment 2	Standard Form 25A, "Payment Bond" [Note to Contracting Officer: obtain from FAR Part 53.]	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Drawings	1
Attachment 6	Specifications	1

J. <u>QUOTATION INFORMATION</u>

A. **QUALIFICATIONS OF OFFERORS**

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references:
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. **SUBMISSION OF QUOTATIONS**

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:				
VOLUME	TITLE	NUMBER OF COPIES*		
I	Standard Form 18 including a completed Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	2		
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2		

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

Contracting Officer American Embassy, Kampala 1577 Ggaba Road, Nsambya,

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

- (a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.
- (b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
 - (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
 - (4) Brief description of the work, including responsibilities; and
 - (5) Any litigation currently in process or occurring within last 5 years.

C. <u>52.236-27</u> SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

The site visit will be held on 8th June 2016 at 13:30 local time at 7362 Tank Hill.

Prospective offerors/quoters should contact **Adia Belinda** for additional information or to arrange entry to the building by sending an email to KampalaBid@state.gov before **June 6**th **2016 12:00** local time.

NOTE: All those taking part in the site visit should submit names of individuals who are to attend the site visit latest **June** 6th 2016.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: between \$25,000 - \$100,00

E. <u>LATE QUOTATIONS</u>. Late quotations shall be handled in accordance with FAR.

F. <u>52.2521 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)</u>

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (JAN 2004)

K. <u>EVALUATION CRITERIA</u>

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

- (a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
- (2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the

interests of the Government.

(b) Offeror represents that—

	-							
		_			 	_		 _
T4 :- 1	1: 41	7	41-	_ 4	 - C - C-	1	.: : 1 -	

(1) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 <u>52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)</u>

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments
- (c) otherwise due under the contract.

□ Partnership;

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

T	'IN: _	
		TIN has been applied for.
		TIN is not required because:
		□ Offeror is a nonresident alien, foreign corporation, or foreign partnership
		that does not have income effectively connected with the conduct of a trade or
		business in the U.S. and does not have an office or place of business or a fiscal
		paying agent in the U.S.;
		☐ Offeror is an agency or instrumentality of a foreign government;
		 Offeror is an agency or instrumentality of the Federal Government.
(e) T	vne c	of Organization.
(0) 1.	J pc C	Sole Proprietorship;

	Corporate Entity (not tax exempt);
	Corporate Entity (tax exempt);
	Government Entity (Federal, State or local);
	Foreign Government;
	International organization per 26 CFR 1.6049-4;
	Other
(f) Comm	non Parent.
	Offeror is not owned or controlled by a common parent as defined in paragraph
	(a) of this clause.
П	Name and TIN of common parent:
	Name TIN
	(End of provision)
(a) (1) The is/are: 236118 236220 - C Warehouse co 237110 - C	8 - Annual Representations and Certifications (Feb 2016) e North American Industry classification System (NAICS) code for this acquisition - Construction Management, residential remodeling onstruction Management, commercial and institutional building or onstruction onstruction Management, water and sewage line and related structures onstruction Management, highway road, street or bridge
	onstruction Management, outdoor recreation facility
(2) Th	e small business size standard is §36.5 Million USD .
name,	e small business size standard for a concern which submits an offer in its own other than on a construction or service contract, but which proposes to furnish a et which it did not itself manufacture, is 500 employees.
	he provision at 52.204-7, System for Award Management, is included in this aragraph (d) of this provision applies.
curren Repres to use represe	the provision at 52.204-7 is not included in this solicitation, and the offeror is the registered in the System for Award Management (SAM), and has completed the sentations and Certifications section of SAM electronically, the offeror may choose paragraph (d) of this provision instead of completing the corresponding individual entations and certification in the solicitation. The offeror shall indicate which applies by checking one of the following boxes:
	[] (i) Paragraph (d) applies.
	[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c) (1) The as indicated:	following representations or certifications in SAM are applicable to this solicitation

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the
(i) 52.204-17, Ownership or Control of Offeror.
(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentCertification.
(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesCertification.
(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
(vi) 52.227-6, Royalty Information.
(A) Basic.
(B) Alternate I.
(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
NA			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

- (a) Definitions. As used in this clause—
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
 - (1) FSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
 - (3) FSG 88, Live Animals;
 - (4) FSG 89, Food and Related Consumables;
 - (5) FSC 9410, Crude Grades of Plant Materials;
 - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) FSC 9610, Ores;
 - (9) FSC 9620, Minerals, Natural and Synthetic; and
 - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
 - (1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) Outside the United States.

(End of provision)

L.4 <u>AUTHORIZED CONTRACTOR ADMINISTRATOR</u>

If the offeror does not fillin the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

	Name:			
	Telephone Nun	nber:		
	Address:			
				,
L.5	652.228-70 (JUN 2006)	DEFENSE BASE ACT	Γ – COVE	RED CONTRACTOR EMPLOYEES
` /				ot any of the following categories of and, if so, the number of such employees
Ca	tegory		Yes/No	Number

Category	Yes/No	<u>Number</u>
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals: third-country nationals:
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals: third-country nationals:

(b) The Contracting Officer has determined that for performance in the country of Uganda.

X Workers' compensation laws exist that will cover local nationals and third country nationals.

□ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror

shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

ATTACHMENT #1

STANDARD FROM 25, "PERFORMANCE AND GUARANTY BOND"

ATTACHMENT #2

STANDARD FORM 25A, "PAYMENT BOND"

ATTACHMENT #3 - SAMPLE LETTER OF BANK GUARANTY

	Place [] Date []
Contracting Officer U.S. Embassy, Kampala	
SUBJECT: Performance	Letter of Guaranty Noe and Guaranty
hereby guarantees to mal Treasurer of the United S from the Contracting Off Officer to protest or take any other proof, action, of of the contract price in the and 10% of the contract required of the Contract complete, and timely per accessibility upgrade at specifications of said cor of [address of contractor	as the duly authorized representative of the bank, declares that the bank are payment to the Contracting Officer by check made payable to the States, immediately upon notice, after receipt of a simple written request ficer, immediately and entirely without any need for the Contracting any legal action or obtain the prior consent of the Contractor to show or decision by an other authority, up to the sum of [amount equal to 20% U.S. dollars during the period ending with the date of final acceptance price during contract guaranty period], which represents the deposit or to guarantee fulfillment of his obligations for the satisfactory, formance of the said contract SUG50016R0016 for interior 7362 Tank Hill in strict compliance with the terms, conditions and attract, entered into between the Government and [name of contractor] on [contract date], plus legal charges of 10% per annum on the lated on the sixth day following receipt of the Contracting Officer's date of payment.
0 0	and consents that said contract may be modified by Change Order or t affecting the validity of the guaranty provided, however, that the shall remain unchanged.
	and consents that the Contracting Officer may make repeated partial up to the total amount of this guaranty, and the bank will promptly mand.
This letter of guaranty sh period of Contract requir	nall remain in effect until 3 months after completion of the guaranty rement.
Depository Institution:	[name]
Address:	
Representatives:	Location:
	State of Inc.:

	Corporate Seal:
Certificate of Authority is attack document.	ched evidencing authority of the signer to bind the bank to this
	UNITED STATES DEPARTMENT OF STATE RICE BY DIVISIONS OF SPECIFICATIONS
(1) DIVISION/ DESCRIPTION	(2) LABOR (3) MATERIALS (4) OVERHEAD
(5) PROFIT (6) TOTAL	
 General Requirements Site Work 	
3. Concrete 4. Masonry	
5. Metals6. Wood and Plastic	
7. Thermal and Moisture 8. Doors and Windows	
9. Finishes 10. Specialties	
11. Equipment 12. Furnishings	
13. Special Construction14. Conveying Systems	

15. Mechanical16. Electrical		
	TOTAL	
	:	
Allowance Items:		
	PROPOSAL PRICE:	
TOTAL: US Dollars		
Alternates (list separately; do not total):		
Offeror:	Date	

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

ATTACHMENT #5 – DRAWINGS- RESERVED

ATTACHMENT #6 – SPECIFICATIONS- RESERVED